

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 21, 22, 2004

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance *J.K.*

AGENDA ITEM WORDING: Approval of an Agreement with the Key West Resort Utilities Corp. to connect the sewage system for the Stock Island Fire Station.

ITEM BACKGROUND: The Fire Station is currently utilizing a septic and drain field system.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: \$2,700.00

BUDGETED: Yes X No

COST TO COUNTY: \$2,700.00

SOURCE OF FUNDS: Ad Valorem

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

Dent Pierce / Bl
Dent Pierce, Director Public Works

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # C/

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: K.W. Resort Utilities Contract # _____
 Effective Date: _____
 Expiration Date: _____

Contract Purpose/Description:
To connect the Stock Island Fire Station's sewage.

Contract Manager: Ann Riger 4549 Facilities Maint/Stop #4
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 01/21/04 Agenda Deadline: 12/06/04

CONTRACT COSTS

Total Dollar Value of Contract: \$ 2,700.00 Current Year Portion: \$ 2,700.00
 Budgeted? Yes ☒ No ☐ Account Codes: 001-20501-530-461-
 Grant: \$ N/A _____
 County Match: \$ N/A _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>1/7/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/7/04</u>
Risk Management	<u>1/5/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill J...</u>	<u>1/5/03</u>
O.M.B./Purchasing		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>1/5/04</u>
County Attorney	<u>1/5/4</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>1/5/04</u>

Comments: Amounts need to be filled in or "NA" for plumber's item 5, injection free & also item 7
OK

P. O. Box 2125 6630 Front Street
Key West, Florida 33040
Telephone: (305) 295-0309 Fax: (305) 294-1212

**AGREEMENT FOR K. W. RESORT UTILITIES CORP. WASTEWATER SERVICE
(RESIDENTIAL / COMMERCIAL LESS THAN 1000 GALLONS PER DAY)**

AGREEMENT

THIS AGREEMENT is made on this the 21st day of January, 2004
by and among the K.W. Resort Utilities Corp. (Utility), [REDACTED]
(the "Plumber"), State of Florida / Monroe County / City of Key West License Number N/A
and Monroe County Board of County Commissioners, John King (the "Owner").

WITNESSETH

WHEREAS, the Utility is in the process of constructing and/or re-routing sewer mains in the public right of way throughout Stock Island, Florida; and

WHEREAS, a lateral connects a home or a commercial property with sewer flows under 1000 gallons per day to a sewer main and is to be located on the homeowner's private property; and

WHEREAS, the Owner desires that the Plumber be engaged to install new laterals in the Owner's property in order to connect to the sewer main;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. The Property address requesting service is Volunteer Fire Station, 2nd St. and MacDonald Ave Key West FL 33040.
2. The Owner's address is Clerks Office (attention finance) 500 Whitehead St. Key West FL 33040.
3. The Licensed Plumber and the Owner agree that the Plumber shall install laterals in the Owner's property. If necessary, the Plumber shall undertake to abandon any existing sewer system beneath Owner's property in order to facilitate the re-routing of sewer mains to the public right-of-way.
4. The costs of the installation and connection of the laterals shall be borne solely by the Owner. The cost of the Plumber's work shall be paid by Owner directly to the Plumber.
5. The total anticipated cost of the installation of the laterals (including connection and impact fees) is

Capacity Reservation Fee	\$ 2,700.00
Inspection Fee	\$ <u>150.00</u>
Deposit Paid	\$ <u>TBD</u>
Total Due	\$ <u>TBD</u>

Plumber's Fee \$ 0.00 *M/a*

In the event the Plumber's final cost exceeds ten percent (10%) of the estimate contained in this paragraph, the Plumber shall notify the Owner in writing, setting forth the reasons for such additional cost prior to completion of work.

6. Payment Options for Capacity Reservation Fee:

- a. The Owner must pay the Utility the entire cost of the Capacity Reservation Fee (\$2,700 per EDU / 250 GPD) upon execution of this Utility Agreement, or
- b. The Owner must pay five (5) percent of the Capacity Reservation Fee and execute a Consent and Acknowledgment Agreement, delivering both to Utility upon execution of the Utility Agreement.

Owners who elect to finance the balance of the Capacity Reservation Fee will be required to execute a Consent and Acknowledgment Agreement along with this Utility Agreement. The Consent and Acknowledgment Agreement is undertaken in anticipation of the bonding of the Capacity Reservation Fee. The Consent and Acknowledgment Agreement sets forth the Owner's agreement to comply with the Wastewater Ordinance and acknowledges Owner's promise to pay the balance of the Capacity Reservation Fee to Monroe County pursuant to annual Wastewater Ordinance Assessments that will be levied by Monroe County for a period not to exceed twenty (20) years. The Wastewater Ordinance Assessments impose a lien against the subject property and provide a vehicle for Owners to finance the cost. Owner's electing to participate can expect to pay the remaining balance constituting ninety-five (95) percent of the Capacity Reservation Fee over a period of approximately twenty (20) years plus interest each year in the form of the Wastewater Assessment. To take advantage of the bond financing program, the Owner must execute the Consent and Acknowledgment Agreement, which is attached to this Agreement, in addition to paying the five (5) percent Capacity Reservation Fee.

7. The payment options referenced in paragraph six (6) are only options to pay the Capacity Reservation Fee and are separate and distinct from monthly costs for sewer service, which remain the sole responsibility of the Owner. The initial monthly Wastewater Fee is ~~\$27.55~~ per month. Said monthly fee is adjusted annually by the Florida Public Service Commission.
+ \$3.05 PER THOUSAND GALLONS
8. Each party to this Agreement shall be responsible for his, her or its own actions of negligence. As between the Plumber and the Owner, the contract under which the Plumber is engaged to perform installation work shall govern all issues of scope of services, payment, indemnification, insurance, etc. The Plumber agrees to hold harmless and indemnify the Owner and the Utility, their respective agents, employees and invitees, as applicable, for damage to property or injury to person caused by the Plumber.
9. The Owner and Plumber are responsible to obtain all proper local government and State permits, as applicable. **No work shall commence under this Agreement until permits are obtained and a Rep of KWRU is notified.**
10. This Agreement constitutes the entire agreement among the parties. Any amendment or modification to this agreement shall be in writing and signed by each of the parties.

IN WITNESS WHEREOF, the parties have entered this Agreement on the date first written above.

ATTEST:

K.W. RESORT UTILITIES CORP.

WITNESS

By:

KW RESORT UTILITIES CORP. REPRESENTATIVE

Witness as to Plumber

PLUMBER

Witness as to Property Owner

PROPERTY OWNER

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Suzanne A. Hutton
SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date *1/09/04*